



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, February 14, 2017 to begin at 3:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

December 6, 2016

December 20, 2016

January 10, 2017

January 24, 2017

C. Request to Set a Public Hearing

Proposed Closing and Abandonment of a portion of **Hayne Street**.

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Bolton's Landing Phase 5A and 5B** - Acceptance and dedication of Aquabelle Lane (55-foot right-of-way), Roustabout Way (variable width right-of-way), and Seabago Drive (55-foot right-of-way). Sidewalk is bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (3)
 - d. Exclusive Storm Water Drainage Easements
2. **The Landing at Grand Oaks Phase 2** - Acceptance and dedication of Brambling Lane (50-foot right-of-way), a portion of Grouse Park (50-foot right-of-way), and a portion of Redwing Trail (50-foot right-of-way). Sidewalk is bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat

3. Acceptance and dedication of a new exclusive 10-foot storm water drainage easement for **Beresford Hall Commerce Park** as noted on a plat entitled "Final Subdivision Plat for Beresford Hall Commerce Park, City of Charleston, Berkeley County, South Carolina" (TMS 271-04-03-012) to allow access for maintenance of the storm drainage piping.
 - a. Exclusive Storm Water Drainage Easements
 - b. Plat

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **2506 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
2. **2517 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
3. **1701 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
4. **1703 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
5. **1705 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
6. **1707 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
7. **1709 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
8. **1711 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
9. **1713 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
10. **1715 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
11. **1717 Frissel Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**

12. **1612 Oak Leaf Street** - transfer of encroachment from contractor – installed irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
13. **1620 Oak Leaf Street** - transfer of encroachment from contractor – installed irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
14. **1637 Oak Leaf Street** - transfer of encroachment from contractor – installed irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 1/17, 2016.**
15. **1425 Eutaw Battalion Drive** – installing 4’6” wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/17, 2016.**
16. **2742 Bolinas Court** – installing 4-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/17, 2016.**
17. **3433 Farmers Market Drive** – installing 4-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 1/17, 2016.**
18. **145 Riverlanding Drive** – installing asphalt parking lot encroaching into drainage easement. This encroachment is temporary. **Approved 1/17, 2016.**
19. **2547 Josiah Street** - transfer of encroachment from contractor – installing irrigation encroaching into right-of-way and 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 2/3, 2016.**
20. **153 Brailsford Street** - installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 2/3, 2016.**
21. **473 Blue Dragonfly Drive** – installing 4-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 2/3, 2016.**
22. **120 South Battery** – tie in gutter downspouts to stormwater catch basins encroaching into right-of-way. This encroachment is temporary. **Approved 2/3, 2016.**
23. **51-53 Broad Street** – installing 11.5” x 31” right-angle sign encroaching into right-of-way (The Brandon Agency). This encroachment is temporary. **Approved 2/3, 2016.**
24. **212 King Street** – installing 10.25” x 34.25” and 11.75” x 39.5” right-angle signs encroaching into right-of-way (J McLaughlin). This encroachment is temporary. **Approved 2/3, 2016.**

G. Miscellaneous or Other New Business

1. Update on Stormwater Policy for grandfathered commercial developments. Report to be presented at September Public Works & Utilities Committee meeting – staff will present some options for discussion.

2. **Close and Abandon a Portion of Fairchild Street** – Close and abandon a portion of Fairchild Street, Daniel Island, County of Berkeley designated as “RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1” on the plat entitled “A Final Subdivision and Property Line Adjustment Plat of TMS 275-00-00-260 – Daniel Island, Fairchild Street, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina”.

Councilmember Rodney Williams
Chairperson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Beazer Homes, LLC
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston
 State of South Carolina, identified as (list street names) "SEABAGO DRIVE 55' R/W",
 "ROUSTABOUT WAY 50' R/W" and "ROUSTABOUT WAY 55' R/W"

as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT SHOWING PHASE
 5A & 5B, (33.230 AC.) PROPERTY OF BEAZER HOMES, LLC, LOCATED IN BOLTON'S
 LANDING, ST. ANDREWS PARISH, CITY OF CHARLESTON, CHARLESTON COUNTY,
 SOUTH CAROLINA"

prepared by Andrew C. Gillette, P.L.S. 5933-B, of Parker Land Surveying, LLC
 dated August 9, 2016, revised November 8, 2016, and recorded on _____
 in Plat Book _____ at Page _____ in the RMC Office for Charleston _____ County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
 Highway 17 Associates Limited Partnership dated November 19, 2003 and recorded
 January 7, 2004 in Book S480 at Page 874 in the RMC Office for
 Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

286-00-00-003

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 12th day of November 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor **Beazer Homes, LLC**

By: [Signature]

[Signature]
Witness Number One

Karen S. Love
Printed Name

Douglas L. Schwartz, Area President
Printed Name

[Signature]
Witness Number Two

Bradford E. Love
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Douglas L. Schwartz, the Area President of Beazer Homes, LLC, a Delaware limited liability company, on behalf of the Grantor on the 12th day of November, 2016.

Signature of Notary: [Signature]

Print Name of Notary: Bradford E. Love

Notary Public for South Carolina

My Commission Expires: 8/26/24

SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:


1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Beazer Homes, LLC
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Exemption #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

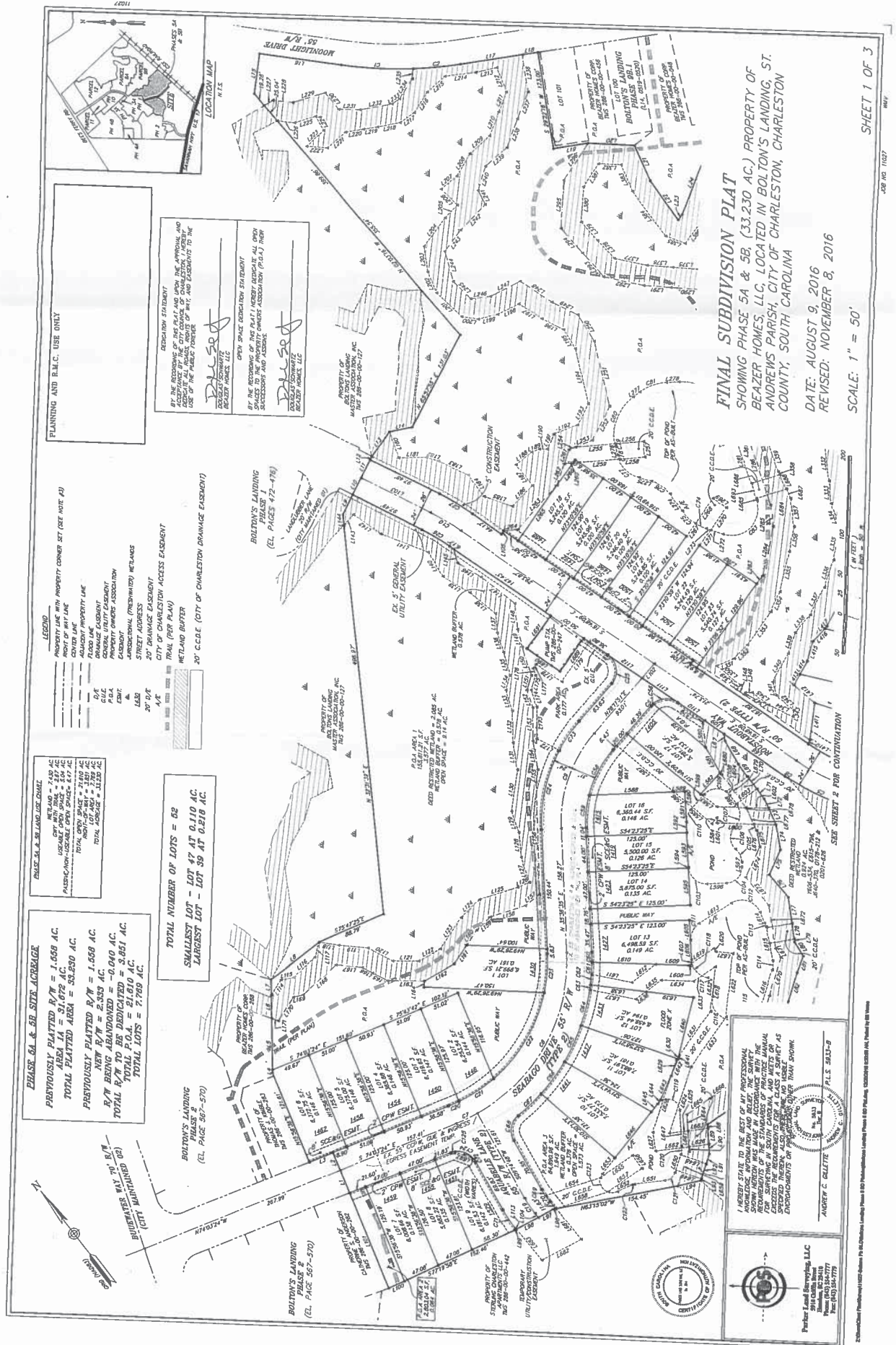
Beazer Homes, LLC by Douglas L. Schwartz, Area Pres.
Print or Type Name Here

Sworn this 12th day of November 2016


Notary Public for South Carolina Bradford E. Love

My Commission Expires: 8/26, 2024

Exhibit A



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Beazer Homes, LLC, a Delaware limited liability company (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of _____ property identified by and designated as Charleston _____ County tax map number 286-00-00-003 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of _____ property and which are more fully shown on that certain plat entitled;

FINAL SUBDIVISION PLAT SHOWING PHASE 5A & 5B, (33.230 AC.) PROPERTY OF BEAZER HOMES, LLC,
LOCATED IN BOLTON'S LANDING, ST. ANDREWS PARISH, CITY OF CHARLESTON, CHARLESTON COUNTY,
SOUTH CAROLINA

Prepared and executed by Andrew C. Gillette of Parker Land Surveying, LLC dated August 9, 2016,
revised on November 8, 2016, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____ the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: Beazer Homes, LLC

Witness #1 Bradford E. Love

Douglas L. Schwartz
Name: Douglas L. Schwartz
Its: Area President

Witness #2 Karen S. Love

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Douglas L. Schwartz the Area President of Beazer Homes, LLC, a Delaware limited liability company on behalf of the Owner on November 12, 2016.

Signature: Bradford E. Love

Print Name of Notary: Bradford E. Love

Notary Public for South Carolina

My Commission Expires: 8/26/24

SEAL OF NOTARY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Sabal Homes at Grand Oaks, LLC
("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
acknowledged, has granted, bargained, sold and released, and by these presents does grant,
bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
assigns, forever, the following described property which is granted, bargained, sold and released
for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston
State of South Carolina, identified as (list street names) Redwing Trail, Brambling Lane and
Grouse Park

as shown and designated on a plat entitled "Final Subdivision Plat of The Landing
at Grande Oaks - Phase II, Charleston County TMS No. 301-00-00-433
Prepared for Sabal Homes at Grand Oaks, LLC"

prepared by HGBD Surveyors, LLC
dated 9/13/2016, revised 12/21/2016, and recorded on _____
in Plat Book _____ at Page _____ in the _____ Office for _____ County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Special Services Asset Management Co. dated June 25, 2013 and recorded
June 28, 2013 in Book 0341 at Page 819 in the RMC Office for
Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

301-00-00-433

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of _____ 20____.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julia Theus
Witness Number One

Julia Theus
Printed Name

Barbara Schoonmaker
Witness Number Two

Barbara Schoonmaker
Printed Name

Grantor

R. Matthew Jones

R. Matthew Jones
Printed Name

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by R. Matthew Jones, the President of Sabal Homes at Grand Oaks, LLC, a SC Limited Liability Corp., on behalf of the Grantor on the _____ day of _____, 20____.

Signature of Notary: Barbara B. Schoonmaker

Print Name of Notary: Barbara B. Schoonmaker

Notary Public for SC

My Commission Expires: May 13, 2019

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by _____
to _____ on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): _____ (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

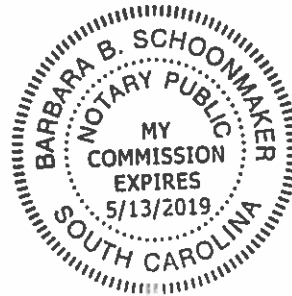
R. Matthew Jones

Responsible Person Connected with the Transaction

R. Matthew Jones

Print or Type Name Here

Sworn this _____ day of _____, 20____
Barbara B. Schoonmaker
Notary Public for _____
My Commission Expires: *May 13*, 20*19*



)

EXCLUSIVE STORM

)

WATER DRAINAGE

)

EASEMENTS

COUNTY OF BERKELEY

)

CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20__, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Clements Ferry Offices, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 271-04-03-012 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled:

"Beresford Hall Commerce Park"

Prepared and executed by Empire Engineering, Inc. dated 5/30/2005,
revised on 1/5/2016, and recorded on 1/27/2016 in Plat
Book Q at Page 387A in the RMC Office for Berkeley, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

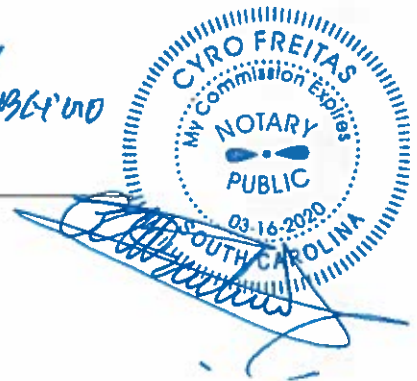
WITNESSES:

John Nunes
Witness #1

Diogo Gomes
Witness #2

OWNER:

Antonio Ribeiro
Name:



STATE OF SC)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Antonio Ribeiro, the member of Clements Ferry Offsets LLC SC LLC, on behalf of the Owner on 12/12/16.

Signature: [Signature]

Print Name of Notary: CYRO FREITAS

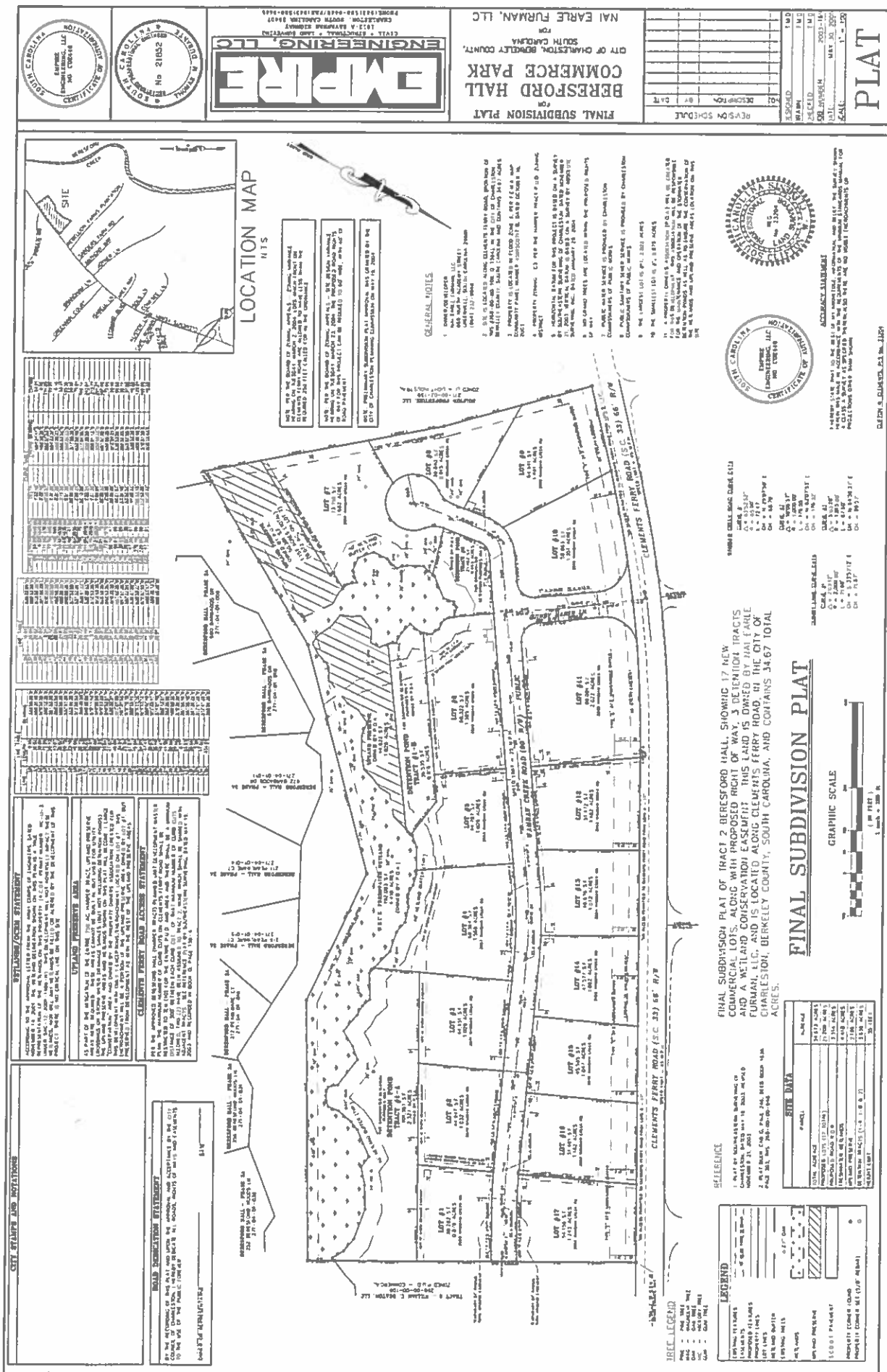
Notary Public for SC

My Commission Expires: 3/16/2020

SEAL OF NOTARY



EXHIBIT A



STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Charleston, a South Carolina municipal corporation ("Grantor"), in the State aforesaid, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand paid at and before the sealing and delivery of these presents by DIEC II, LLC, a South Carolina limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the Grantee, its successors and assigns, all of its right, title and interest in and to the following described real property, to wit:

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 1, 4,899 sq. ft., 0.112 acres conveyed to Parcel 1" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-132

-ALSO-

ALL that certain piece or parcel of land, situate, lying and being on Fairchild Street, Daniel Island, County of Berkeley, State of South Carolina, shown and designated as "RCP 3, 111 sq. ft., 0.003 acres conveyed to Parcel 2" on a plat prepared by John T. Byrnes, III, SCPLS, entitled "A FINAL SUBDIVISION AND PROPERTY LINE ADJUSTMENT PLAT OF TMS 275-00-00-260 – DANIEL ISLAND – FAIRCHILD STREET, owned by DIEC II, LLC, Located in the City of Charleston, Berkeley County, South Carolina" dated April 27, 2015, and duly recorded at the Berkeley County R.O.D. Office in Plat Cabinet S, at Page 85i; said parcel containing such actual size, shape, dimensions, buttings and boundings as are shown on said plat, reference to which is hereby craved for a more full and complete description thereof.

To be combined with T.M.S. No. 275-00-00-_____

SUBJECT TO ALL APPLICABLE EASEMENTS AND RESTRICTIONS OF RECORD.

BEING a portion of the same property conveyed to the Grantor by deed of the Daniel Island Company, Inc. dated November 30, 1999, at duly recorded at the Berkeley County R.O.D. Office on December 2, 1999, in Book 1801, at Page 0259.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever, so that neither the Grantor, nor its successors, nor any other person or persons claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, by and through the undersigned agent, this ____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

The City of Charleston

By: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, hereby certify that the above named Grantor, by and through the above named agent, personally appeared before me this ____ day of _____, 2016, and acknowledged the due execution of the foregoing instrument.

_____(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property located on Fairchild Street, Daniel Island, SC, being a part of County Tax Map No. 275-00-00-132, is being transferred by The City of Charleston to DIEC II, LLC on _____, 2016.
3. Check one of the following: The Deed is (check one of the following)
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) x EXEMPT from the deed recording fee because (exemption # 1) (Explanation if required: Quit-claim Deed)
(If exempt, please skip items 4-6, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES___ or NO___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____.
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and Subscribed before me
this _____ day of _____, 2016.

_____(SEAL)

NOTARY PUBLIC FOR S.C.

My Commission Expires: _____

Grantor, Grantee, or Legal Representative
connected with this transaction

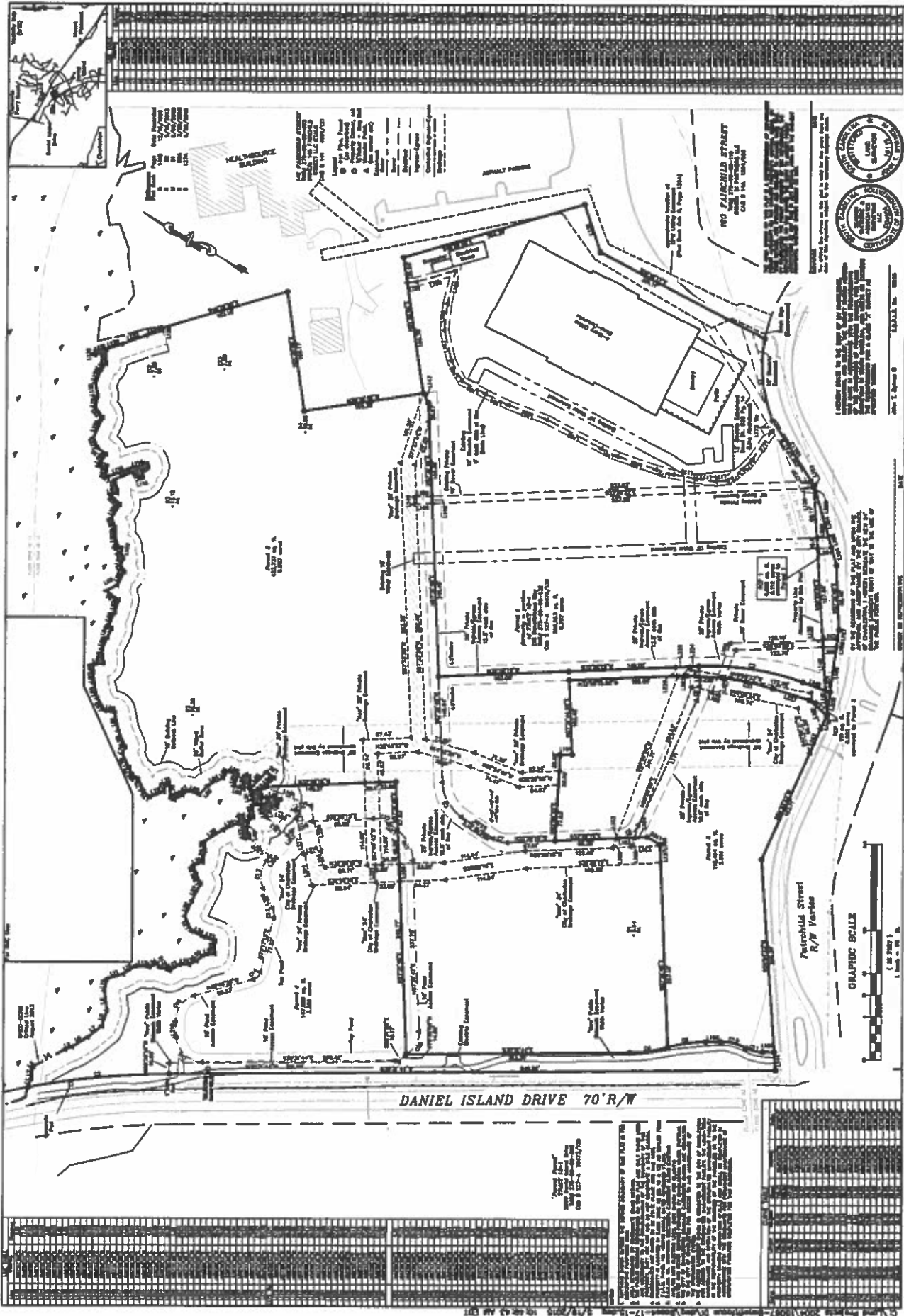
Print or Type Name Here

1 OF 1
 SHEET 1 OF 1
 DATE: 04/27/2010
 DRAWN BY: J. L. LEE
 CHECKED BY: J. L. LEE
 CO. NO.: 10007
 JOB NO.: 10007
 PROJECT: 10007

**A FINAL SUBDIVISION AND
 PROPERTY LINE ADJUSTMENT PLAT OF
 TMS 276-00-00-280 - DANIEL ISLAND - FAIRCHILD STREET
 OWNED BY DMC II LLC
 LOCATED IN THE CITY OF CHARLESTON
 BERKELEY COUNTY, SOUTH CAROLINA**

SWA
 1035-B Jenkins Road
 Charleston, SC 29407
 (843) 785-8330

NO.	DATE	DESCRIPTION
1	10-10-09	Initial plat for the subdivision
2	11-10-09	Initial plat for the subdivision
3	12-10-09	Initial plat for the subdivision
4	01-11-10	Initial plat for the subdivision
5	02-11-10	Initial plat for the subdivision
6	03-11-10	Initial plat for the subdivision
7	04-11-10	Initial plat for the subdivision
8	05-11-10	Initial plat for the subdivision
9	06-11-10	Initial plat for the subdivision
10	07-11-10	Initial plat for the subdivision
11	08-11-10	Initial plat for the subdivision
12	09-11-10	Initial plat for the subdivision
13	10-11-10	Initial plat for the subdivision
14	11-11-10	Initial plat for the subdivision
15	12-11-10	Initial plat for the subdivision
16	01-12-11	Initial plat for the subdivision
17	02-12-11	Initial plat for the subdivision
18	03-12-11	Initial plat for the subdivision
19	04-12-11	Initial plat for the subdivision
20	05-12-11	Initial plat for the subdivision
21	06-12-11	Initial plat for the subdivision
22	07-12-11	Initial plat for the subdivision
23	08-12-11	Initial plat for the subdivision
24	09-12-11	Initial plat for the subdivision
25	10-12-11	Initial plat for the subdivision
26	11-12-11	Initial plat for the subdivision
27	12-12-11	Initial plat for the subdivision



I, J. L. LEE, being duly sworn, depose and say that I am a duly licensed Professional Surveyor in the State of South Carolina, and that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as the same appear to me, and that I am not aware of any fraud or collusion in the execution of the same.

WITNESSED my hand and the seal of my office this 27th day of April, 2010.

J. L. LEE
 Professional Surveyor
 State of South Carolina
 License No. 10007

GRAPHIC SCALE
 1" = 100'

100' SCALE

100' SCALE

100' SCALE